



Health Services
LOS ANGELES COUNTY

**Los Angeles County
Board of Supervisors**

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Robert G. Splawn, M.D.
Interim Chief Medical Officer

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www.dhs.lacounty.gov

*To improve health
through leadership,
service and education*



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June 9, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF AMENDMENTS TO FIVE EQUIPMENT
MAINTENANCE AND REPAIR SERVICES AGREEMENTS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval of amendments to agreements for equipment maintenance and repair services at various Department of Health Services' (DHS) facilities, increase maximum contract obligations, and extend terms.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the attached Amendment No. 1 to Agreement No. 75675 with Hill-Rom Company, Inc., (Hill-Rom) to increase the maximum obligation effective July 1, 2009 with no change to the expiration date of June 30, 2011, for added hospital bed maintenance and repair services at Harbor-UCLA Medical Center (Harbor), Olive View-UCLA Medical Center (Olive View), and LAC+USC Medical Center (LAC+USC), at a cost of \$285,331 for Fiscal Year (FY) 2009-10, for a total cost of \$579,164 through June 30, 2011.
2. Authorize the Interim Director of Health Services, or his designee, to execute Amendment No. 6 to Agreement H-700152 with MEDRAD Corporation (MEDRAD) to increase the maximum obligation to include services for new injectors at Harbor, Olive View, and LAC+USC, effective date of Board approval, with no change to the expiration date of December 31, 2012, with a cost of \$37,140 for the period of date of Board approval through December 31, 2009, and total cost of \$386,278 through December 31, 2012.

3. Authorize the Interim Director of Health Services, or his designee, to execute Amendment No. 1 to Agreement H-702985 with The CBORD Group, Inc., (CBORD) to extend the term of the Agreement for five years, effective July 1, 2009 through June 30, 2014, for the continued provision of equipment maintenance and repair services of the security systems for Harbor and Martin Luther King, Jr. - Multi-Service Ambulatory Care Center (MLK-MACC), at a cost of \$55,903 for FY 2009-10, and total cost of \$300,558 through June 30, 2014.
4. Authorize the Interim Director of Health Services, or his designee, to execute Amendment No. 3 to Agreement H-700773 with Pouk & Steinle, Inc., to extend the term of the Agreement for one year, effective July 1, 2009 through June 30, 2010, for the continued provision of equipment maintenance and repair services for the high voltage electrical systems at Harbor and Rancho Los Amigos National Rehabilitation Center (Rancho), at a cost of \$350,000 through June 30, 2010.
5. Authorize the Interim Director of Health Services, or his designee, to execute Amendment No. 2 to Agreement H-700917 with Southern California Boiler, Inc., (SC Boiler) to extend the term of the Agreement for one-year, effective July 1, 2009 through June 30, 2010, for the continued provision of boiler maintenance and repair services at Harbor and Rancho, at a cost of \$194,350 through June 30, 2010.
6. Delegate authority to the Interim Director of Health Services, or his designee, to increase the total maximum obligation of each of the above-mentioned five Agreements by no more than 25 percent above their respective FY 2009-10 and Calendar Year 2010 (MEDRAD only) cost, for a potential annual increase of \$230,682 and a grand total potential increase through June 30, 2014 of \$442,570 to accommodate software and hardware upgrades, equipment coming off warranty, and emergency or unanticipated equipment maintenance and repair services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended actions will allow DHS to continue the provision of equipment maintenance and repair services for various DHS facilities. When possible, DHS contracts with Original Equipment Manufacturers (OEMs) to ensure that the equipment, which often uses proprietary technology, performs in accordance with equipment specifications and complies with all accrediting and licensing agencies' requirements, including The Joint Commission. Two of the five contractors, MEDRAD and CBORD are OEMs.

Hill-Rom

Approval of the first recommendation and execution of Amendment No. 1, Exhibit I, will allow DHS to increase the maximum contract obligation for an additional 359 hospital beds that are coming off warranty and require equipment maintenance and repair services. Of these, 347 beds are state-of-the-art for the Replacement Facility at LAC+USC, the remaining 12 beds are at Harbor and Olive View. The new beds provide high performance and intelligent bed systems that have the latest wound care surface and help avoid patient falls, therefore improving the quality of patient care. The Agreement will expire on June 30, 2011.

MEDRAD

Approval of the second recommendation will allow the Interim Director, or his designee, to execute an Amendment, substantially similar to Exhibit II, to increase the maximum obligation to add maintenance and repair services for new vascular injectors at Harbor, LAC+USC, and Olive View. The current Agreement expires on December 31, 2012.

The equipment is critical to patient care as the injectors assist in the diagnosis of pathology and trauma patients. As an OEM, MEDRAD injectors are utilized and must be calibrated for a wide variety of radiology procedures in various clinics.

CBORD

The third recommendation will allow the Interim Director, or his designee, to execute an Amendment, substantially similar to Exhibit III, to continue to provide required maintenance and repair services to proprietary security card systems at Harbor and MLK-MACC.

In 2007, CBORD refused to sign the Agreement without a rate increase for the annual licensing fee and services of the proprietary software system. Now with this extension Amendment, CBORD requires an annual rate increase based on the most recent percentage change published in the U.S Bureau of Labor Statistics Consumer Price Index, U.S. City Average, All Items, All Urban Consumers (CPI-U). CBORD provides regularly enhanced upgrades to the software that supports the security systems. This Agreement is with an OEM and due to the proprietary software and hardware, DHS is unable to obtain the services from another vendor.

CBORD has agreed to sign a five-year Amendment for the period of July 1, 2009 through June 30, 2014. The current Agreement with CBORD will expire on June 30, 2009.

Pouk and Steinle, Inc. and SC Boiler

The fourth and fifth recommendations will allow the Interim Director, or his designee, to execute Amendments, substantially similar to Exhibits IV and V, to extend these Agreements at Harbor and Rancho for one-year. This will allow DHS sufficient time to transfer these facility maintenance services to Internal Services Department Master Agreements by July 1, 2010. The continued services are essential to maintain facility operations, to meet the required equipment specifications and comply with regulatory, accrediting and licensing agencies' requirements, including The Joint Commission.

Both Pouk and Steinle, Inc., and SC Boiler refused to sign the Amendments to extend services without a rate increase. Both have not had a rate increase since your Board approved the purchase order conversions in June 29, 2004. The Agreements with Pouk and Steinle, Inc., and SC Boiler will expire on June 30, 2009.

The last recommendation to delegate authority to increase the maximum obligation by no more than 25 percent is requested to ensure that DHS facilities can obtain the necessary services for equipment coming off warranty in the future and for unanticipated maintenance and repair services to ensure compliance with The Joint Commission standards.

Implementation of Strategic Plan Goals

These actions support Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The FY 2009-10 total cost is \$1,153,406 of which \$922,724 is for equipment maintenance and repair services and \$230,682 is for potential increases under delegated authority. Funding is included in DHS' FY 2009-10 Proposed Budget and will be requested in future fiscal years. The maximum obligations, including potential increases for each DHS facility by Amendment, are identified on Attachment A.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Hill-Rom

On March 19, 2002, your Board approved a sole source agreement with Hill-Rom through June 30, 2006 to provide hospital bed maintenance and repair services at Olive View, Harbor, and LAC+USC. On May 30, 2006, as a result of a Proposition A Invitation for Bids, your Board approved an Agreement with Hill-Rom through June 30, 2009, authorizing the Director to extend the agreement for two one-year periods.

Since this is a Proposition A Agreement, the County's Living Wage language has been updated. Hill-Rom complies with the requirements of the Living Wage Program.

MEDRAD

On June 17, 2003, your Board approved an Agreement with MEDRAD, for the provision of maintenance and repair services for vascular injection systems. Most recently on December 18, 2007, your Board approved an Amendment to extend the term of the Agreement, effective January 1, 2008 through December 31, 2012, to continue the services at Harbor, LAC+USC, MLK-MACC, and Olive View. High Desert was added to the Agreement under delegated authority in July 2008.

Harbor, LAC+USC, and Olive View purchased new MEDRAD injectors to replace the old ones in order to improve the diagnostic results when performing medical procedures, such as vascular, peripheral and cardiac angiograms. The total cost for the remainder of 2009 is lower than the maximum obligation your Board previously approved because the new equipment does not need coverage until June or September, 2009, when it comes off warranty. DHS is requesting the approval to increase the maximum obligation to cover the additional cost for the remainder of the term.

Starting January 1, 2010, the cost for services at LAC+USC will increase more than at the other facilities, because LAC+USC has increased the usage of MEDRAD equipment in several clinics and purchased other types of MEDRAD equipment for monitoring patients' vital signs and administering medication to patients when conducting the Magnetic Resonance Imaging.

CBORD

On October 16, 2007, your Board approved an Agreement through June 30, 2009 with CBORD for the provision of maintenance and repair services for software and hardware to support the proprietary security card systems at Harbor and MLK-MACC. The annual fee includes the cost of an enhanced hardware and software support plan which includes Helpdesk and field service resources for problem resolution relating to operational issues. These support services are provided on a 24-hour a day, seven days a week schedule.

Pouk & Steinle, Inc. and SC Boiler

Pouk & Steinle, Inc., provides preventive maintenance and emergency repair services of electrical system power lines above and below ground. SC Boiler provides preventive maintenance and emergency repair services to boiler equipment systems. Both services are provided at Harbor and Rancho.

The Honorable Board of Supervisors
June 9, 2009
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On June 29, 2004, your Board approved Agreements with Pouk & Steinle, Inc., and SC Boiler, both Purchase Order conversions, for the provision of critical facility maintenance and repair services, effective through June 30, 2006. Both Agreements were then extended effective July 1, 2006 through June 30, 2009.

On November 12, 2008, your Board approved an Amendment with Pouk & Steinle, Inc., to increase the annual maximum obligation in the amount of \$150,000, for maintenance and repair services of the electrical system power lines at Harbor.

All Agreements

All Agreements contain all of the latest Board-mandated provisions. The County may terminate the Agreements with 10 or 30 days prior written notice according to the Agreement. With the exception of Hill-Rom, DHS has determined that the Agreements are not Proposition A Agreements because the services provided are intermittent and highly specialized, therefore, the County's Living Wage Program does not apply.

County Counsel has reviewed and approved Exhibits I, II, III, IV, and V as to use and form.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these actions will allow DHS to ensure the ongoing critical maintenance and repair services for equipment and facility operations.

Respectfully submitted,



John F. Schunhoff, Ph.D.
Interim Director

JFS:jec

Attachments (6)

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors

**DEPARTMENT OF HEALTH SERVICES
PREVENTIVE MAINTENANCE & REPAIR SERVICES AGREEMENTS**

HILL-ROM COMPANY, INC.	July 1, 2009 - June 30, 2010	Jul 1, 2010 - June 30, 2011				Total
LAC+USC Medical Center	\$134,970	\$138,954				\$273,924
Harbor-UCLA Medical Center	\$92,218	\$94,960				\$187,178
Olive View-UCLA Medical Center	\$58,143	\$59,919				\$118,062
Total Annual Cost	\$285,331	\$293,833				\$579,164

Potential Increase of 25%	\$71,333	\$71,333				\$142,666
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Estimated Total Cost	\$356,664	\$365,166				\$721,830
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MEDRAD Corporation	Prorated Date - Dec. 31, 2009	Jan. 1, 2010 - Dec. 31, 2010	Jan. 1, 2011 - Dec. 31, 2011	Jan. 1, 2012 - Dec. 31, 2012		Total
Harbor	\$13,399	\$15,863	\$15,863	\$16,339		\$61,464
High Desert	\$4,313	\$4,442	\$4,442	\$4,576		\$17,773
LAC+USC	\$8,282	\$79,308	\$82,898	\$85,267		\$255,755
MLK-MACC	\$3,250	\$3,333	\$3,333	\$3,417		\$13,333
Olive View	\$7,896	\$9,920	\$9,920	\$10,217		\$37,953
Total Annual Cost	\$37,140	\$112,866	\$116,456	\$119,816		\$386,278

Potential Increase of 25%	\$9,285	\$28,217	\$28,217	\$28,217		\$93,936
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Estimated Total Cost	\$46,425	\$141,083	\$144,673	\$148,033		\$480,214
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The CBORD Group, Inc.	July 1, 2009 - June 30, 2010	July 1, 2010 - June 30, 2011	July 1, 2011 - June 30, 2012	July 1, 2012 - June 30, 2013	July 1, 2013 - June 30, 2014	Total
MLK-MACC	\$29,204	\$30,084	\$30,791	\$31,527	\$32,292	\$153,898
Harbor	\$26,699	\$28,839	\$29,586	\$30,364	\$31,172	\$146,660
Total Annual Cost	\$55,903	\$58,923	\$60,377	\$61,891	\$63,464	\$300,558

Potential Increase of 25%	\$13,976	\$13,976	\$13,976	\$13,976	\$13,976	\$69,880
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Estimated Total Cost	\$69,879	\$72,899	\$74,353	\$75,867	\$77,440	\$370,438
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ATTACHMENT A

Polk & Steinle, Inc.	July 1, 2009 - June 30, 2010					Total
Harbor	\$150,000					\$150,000
Rancho	\$200,000					\$200,000
Total Annual Cost	\$350,000					\$350,000
Potential Increase of 25%	\$87,500					\$87,500
Estimated Total Cost	\$437,500					\$437,500

Southern California Boiler, Inc.	July 1, 2009 - June 30, 2010					Total
Rancho	160,000					160,000
Harbor	\$34,350					\$34,350
Total Annual Cost	\$194,350					\$194,350
Potential Increase of 25%	\$48,588					\$48,588
Estimated Total Cost	\$242,938					\$242,938

EXHIBIT I

Contract No. 75675-1

HOSPITAL BED MAINTENANCE AND REPAIR SERVICES AGREEMENT

AMENDMENT NO. 1

THIS AGREEMENT is made and entered into this _____ day
of _____, 2009,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

HILL-ROM COMPANY, INC. a
wholly-owned subsidiary of
HILLENBRAND INDUSTRIES,
INC. (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled, "HOSPITAL
BED MAINTENANCE AND REPAIR SERVICES AGREEMENT", dated May 30, 2006,
and further identified as County Agreement No. 75675 (hereafter referred to as
"Agreement"); and

WHEREAS, it is the intent of the parties hereto to add equipment and increase
the maximum obligation and make other changes described hereinafter; and

WHEREAS, Agreement provides that changes may be made in the form of a
written amendment which is formally approved and executed by the parties.

NOW THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective July 1, 2009.
2. Schedule 1-A shall be replaced by Schedule 1-B, attached hereto and
incorporated herein by reference. Wherever any schedule is referenced, it shall now
also reference Schedule 1-B.

3. Subparagraph C to Paragraph 3, DESCRIPTION OF SERVICES, shall be added to read as follows:

“C. The Director of the Department of Health Services or his designee (“Director”) may add or delete equipment at DHS Facilities as stated in Subparagraph B of Paragraph 8 in Exhibit A, Statement of Work, as necessary to ensure that facility operations are maintained. “

4. Subparagraph C to Paragraph 4, BILLING AND PAYMENT shall be deleted in its entirety and replaced with the following and Subparagraph D shall be added to read as follows:

“C. Maximum Contract Obligation - The total annual maximum obligation for all services rendered hereunder shall not exceed the following amounts, effective July 1, 2006 through June 30, 2011:

	FY <u>2006-07</u>	FY <u>2007-08</u>	FY <u>2008-09</u>	FY <u>2009-10</u>	FY <u>2010-11</u>
Olive View	\$80,410	82,716	85,298	\$ 58,143	\$ 59,919
Harbor	63,355	65,240	67,142	\$ 92,218	\$ 94,960
LAC+USC	49,909	51,414	52,939	\$134,970	\$138,954

D. During the term of this Agreement, the Director may amend Schedule 1-B through an administrative amendment if additional maintenance and repair services are needed and may annually increase the maximum contract obligation by no more than twenty-five percent (25%) of the FY 2009-10 maximum contract obligation for unanticipated maintenance and repair services and if equipment is added to the inventory in Schedule 1-B.”

5. Paragraph 58, "CONTRACTOR RESPONSIBILITY AND DEBARMENT", shall be deleted in its entirety and replaced with the following:

"58. CONTRACTOR RESPONSIBILITY AND DEBARMENT"

A. Responsible Contractor - A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of the County Code - The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

C. Non-responsible Contractor - The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence

discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

E. Subcontractors of Contractor - These terms shall also apply to Subcontractors of County Contractors."

6. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Chairman and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

ATTEST:

SACHI A. HAMAI,
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

HILL-ROM COMPANY, INC.
Contractor

By Amy D. Jones

APPROVED AS TO FORM:
BY THE OFFICE OF THE COUNTY COUNSEL

By [Signature]
COUNTY COUNSEL

Amy D. Jones
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF HEALTH SERVICES
CONTRACTS AND GRANTS DIVISION

SUMMARY

DEPARTMENT OF HEALTH SERVICES
HILL-ROM COMPANY, INC.
HOSPITAL BED MAINTENANCE AND REPAIR SERVICES AGREEMENT

HILL-ROM COMPANY, INC.	FY 2009-10	FY 2010-11	Total
Olive View-UCLA Medical Center	\$58,143	\$59,919	\$118,062
Harbor-UCLA Medical Center	\$92,218	\$94,960	\$187,178
LAC+USC Medical Center	\$134,970	\$138,954	\$273,924
Total:	\$227,188	\$233,914	\$461,102
25% Delegated Authority	\$56,797	\$56,797	\$56,797
Estimated Total Cost	\$283,985	\$290,711	\$517,899

The additional 25% will ensure sufficient funds are available as needed to cover any unanticipated or emergency services.

Total Cost	\$461,102
Total Potential Increase 25%	\$56,797
Estimated Total Cost	\$517,899

HILL-ROM COMPANY, INC

OLIVE VIEW-UCLA MEDICAL CENTER					Scheduled Services FY 2009-10		Scheduled Services FY 2010-11		Total Amount
Item	Quantity	Model	Description	PMs Per Year	Unit	Amount	Unit	Amount	
1	3	1900	TotalCare	2	707	2,121	\$ 728	\$ 2,184	\$ 4,305
2	22	894	Century CC	2	543	11,946	559	12,298	24,244
3	3	1400	Century Series	1	323	969	333	999	1,968
4	19	1600	Advanta	1	269	5,111	277	5,263	10,374
5	15	1060	Century Series	1	323	4,845	333	4,995	9,840
6	139	852	Centra Series	1	323	44,897	333	46,287	91,184
7	23	835	Centra Series	1	323	7,429	333	7,659	15,088
8	2	720	Centra Series	1	323	646	333	666	1,312
9	8	1900	Sports	1	926	7,408	954	7,632	15,040
10	7	3700	Affinity Beds	2	707	4,949	728	5,096	10,045
	241		Sub-Total			\$ 90,321		\$ 93,079	\$ 183,400
			Multi-Year Discount			32,178		33,160	65,338
			Total			\$ 58,143		\$ 59,919	\$ 118,062

HARBOR-UCLA MEDICAL CENTER					Scheduled Services FY 2009-10		Scheduled Services FY 2010-11		Total Amount
Item	Quantity	Model	Description	PMs Per Year	Unit	Amount	Unit	Amount	
1	45	1900	TotalCare	2	\$ 707	\$ 31,815	728	\$ 32,760	\$ 64,575
2	5	3600	Affinity I & IV	2	707	3,535	728	3,640	7,175
3	34	8000	Stretchers	1	269	9,146	277	9,418	18,564
4	11	881	GPS Stretchers	1	269	2,959	277	3,047	6,006
5	351	1600	Advanta	1	269	94,419	277	97,227	191,646
	446		Sub-Total			\$ 141,874		\$ 146,092	\$ 287,966
			Multi-Year Discount			49,656		51,132	100,788
			Total			\$ 92,218		\$ 94,960	\$ 187,178

LAC+USC MEDICAL CENTER					Scheduled Services FY 2009-10		Scheduled Services FY 2010-11		Total Amount
Item	Quantity	Model	Description	PMs Per Year	Unit	Amount	Unit	Amount	
1	26	1900	TotalCare	2	707	\$ 18,382	728	\$ 18,928	\$ 37,310
2	10	3700	**Affinity Beds	2	640	6,400	659	6,590	12,990
3	76	1900	**TotalCare	2	707	53,732	728	55,328	109,060
4	422	3200	**VersaCare	1	306	129,132	315	132,930	262,062
	534		Sub-Total			\$ 207,646		\$ 213,776	421,422
			Multi-Year Discount			72,676		74,822	147,498
			Total			\$ 134,970		\$ 138,954	\$ 273,924

PREVENTIVE EQUIPMENT MAINTENANCE SERVICES AGREEMENT

AMENDMENT NO. 6

THIS AMENDMENT is made and entered into this ____ day of _____,
2009,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

MEDRAD CORPORATION
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled, "PREVENTIVE EQUIPMENT MAINTENANCE SERVICES AGREEMENT", dated June 17, 2003, and further identified as County Agreement No. H-700152 and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend the term and make changes described hereinafter; and

WHEREAS, Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective the date of Board approval.
2. Schedule G of Amendment No. 5, Schedule H of Administrative Amendment No. 3, and Schedule I of Administrative Amendment No. 4 shall be

replaced by Schedule J, attached hereto and incorporated herein by reference.

Wherever any schedules are referenced, it shall now also reference Schedule J.

3. Agreement Paragraph 4, BILLING AND PAYMENT, shall be replaced in its entirety to read as follows:

“4. BILLING AND PAYMENT:

A. County agrees to compensate Contractor in accordance with the terms set forth in the BILLING AND PAYMENT Paragraph of Exhibit A-1 and at the rates set forth in Schedule J.

B. Contractor shall bill Harbor-UCLA Medical Center (HARBOR), c/o General Accounting, Box 479, 1000 West Carson Street, Torrance, CA 90022; High Desert Health System (HIGH DESERT), 44900 North 60th Street West, Lancaster, CA 93536; Martin Luther King, Jr. Multi-Service Ambulatory Care Center (MLK MACC), c/o General Accounting, Box 479, 1000 West Carson Street, Torrance, CA 90022; and LAC+USC Medical Center (LAC+USC), Attention: Expenditure Management, P.O. 851749, Los Angeles, CA 90085-1749; Olive View Medical Center (OLIVE VIEW), Attention: Materials Management, 14445 Olive View Drive, Sylmar, CA 91342, hereunder according to the terms set forth in the BILLING AND PAYMENT paragraph of said Exhibit.”

4. The last three subparagraphs of Agreement Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, shall be deleted in their entirety and replaced by the following new subparagraphs:

"The annual maximum obligation of County for all services provided hereunder shall not exceed Fifty Thousand, Three Hundred Thirty-Eight Dollars (\$50,338), of which Two Thousand, Seven Hundred Twenty-Nine Dollars (\$2,729) is for HARBOR; Twenty-One Thousand, Eight Hundred Twenty-Nine Dollars (\$21,829) is for LAC+USC; Seventeen Thousand, Six Hundred Twenty-Three Dollars (\$17,623) is for MLK MACC; Eight Thousand, One Hundred Fifty-Seven Dollars (\$8,157) is for OLIVE VIEW, for the period of January 1, 2008 through December 31, 2008.

The annual maximum obligation of County for all services provided hereunder shall not exceed Thirty-Seven Thousand, One Hundred Forty Dollars (\$37,140), of which Thirteen Thousand, Three Hundred Ninety-Nine Dollars (\$13,399) is for HARBOR; Four Thousand, Three Hundred Thirteen Dollars (\$4,313) is for HIGH DESERT; Eight Thousand, Two Hundred Eighty-Two Dollars (\$8,282) is for LAC+USC; Three Thousand, Two Hundred Fifty Dollars (\$3,250) is for MLK MACC; Seven Thousand, Eight Hundred Ninety-Six Dollars (\$7,896) is for OLIVE VIEW, for the period of January 1, 2009 through December 31, 2009.

The annual maximum obligation of County for all services provided hereunder shall not exceed One Hundred Twelve Thousand, Eight Hundred Sixty-Six Dollars (\$112,866), of which Fifteen Thousand, Eight Hundred Sixty-Three Dollars (\$15,863) is for HARBOR; Four Thousand, Four Hundred Forty-Two Dollars (\$4,442) is for HIGH DESERT; Seventy-Nine Thousand, Three Hundred Eight Dollars (\$79,308) is for LAC+USC; Three Thousand,

Three Hundred Thirty-Three Dollars (\$3,333) is for MLK MACC; Nine Thousand, Nine Hundred Twenty Dollars (\$9,920) is for OLIVE VIEW, for the period of January 1, 2010 through December 31, 2010.

The annual maximum obligation of County for all services provided hereunder shall not exceed One Hundred Sixteen Thousand, Four Hundred Fifty-Six Dollars (\$116,456), of which Fifteen Thousand, Eight Hundred Sixty-Three Dollars (\$15,863) is for HARBOR; Four Thousand, Four Hundred Forty-Two Dollars (\$4,442) is for HIGH DESERT; Eighty-Two Thousand, Eight Hundred Ninety-Eight Dollars (\$82,898) is for LAC+USC; Three Thousand, Three Hundred Thirty-Three Dollars (\$3,333) is for MLK MACC; Nine Thousand, Nine Hundred Twenty Dollars (\$9,920) is for OLIVE VIEW, for the period of January 1, 2011 through December 31, 2011.

The annual maximum obligation of County for all services provided hereunder shall not exceed One Hundred Nineteen Thousand, Eight Hundred Sixteen Dollars (\$119,816), of which Sixteen Thousand, Three Hundred Thirty-Nine Dollars (\$16,339) is for HARBOR; Four Thousand, Five Hundred Seventy-Six Dollars (\$4,576) is for HIGH DESERT, Eighty-Five Thousand, Two Hundred Sixty-Seven Dollars (\$85,267) is for LAC+USC; Three Thousand, Four Hundred Seventeen Dollars (\$3,417) is for MLK MACC; Ten Thousand, Two Hundred Seventeen Dollars (\$10,217) is for OLIVE VIEW, for the period of January 1, 2012 through December 31, 2012.

During the term of this Agreement, the Director may amend Schedule J if additional maintenance and repair services are needed and may increase the maximum obligation by no more than twenty-five percent (25%) above the calendar year 2010 allocation for unanticipated maintenance and repair services and if equipment is added/removed to/from any Medical Facility.”

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
John F. Schunhoff, Ph.D.
Interim Director

MEDRAD CORPORATION
Contractor

Signature

By _____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF HEALTH SERVICES
CONTRACTS AND GRANTS DIVISION

MEDRAD CORPORATION

Preventive Maintenance & Repair Services for Medrad Injectors
Effective Date of Board Approval through December 31, 2012

Harbor-UCLA Medical Center

Location	Serial No.	Description	Coverage	New equipment				
				June 9, 2009 - Dec. 31, 2009	June 9, 2009 - Dec. 31, 2009	Jan. 1, 2010 - Dec. 31, 2010	Jan. 1, 2011 - Dec. 31, 2011	Jan. 1, 2012 - Dec. 31, 2012
CT Lab	40454	MCT Plus	SelectCARE 1)	\$2,274		\$2,342	\$2,342	\$2,412
CT ER	28927	DCB-SCTD	DirectCARE 2)		\$3,291	\$3,998	\$3,998	\$4,118
CT ER	29773	DCB-SCTD	DirectCARE		\$3,291	\$3,998	\$3,998	\$4,118
ER CT	10072619501	DCB-CS	DirectCARE		\$469	\$580	\$580	\$597
CT ER	9072568701	DCB-CS	DirectCARE		\$469	\$580	\$580	\$597
CCL B	102084	Mark V, Mark V+, Provis DCB-PRO	DirectCARE		\$2,387	\$2,923	\$2,923	\$3,011
Total Fee:				\$2,274	\$9,907	\$14,421	\$14,421	\$14,853
Reserve Funds:				\$1,218		\$1,442	\$1,442	\$1,485
Maximum Obligation:				\$13,399		\$15,863	\$15,863	\$16,339

High Desert Health System

Location	Serial No.	Description	Coverage	June 9, 2009 - Dec. 31, 2009	Jan. 1, 2010 - Dec. 31, 2010	Jan. 1, 2011 - Dec. 31, 2011	Jan. 1, 2012 - Dec. 31, 2012
CT-A30	27809	DCB-SCTD-CT Injector	DirectCARE	\$4,313 \$4,313	\$4,442 \$4,442	\$4,442 \$4,442	\$4,576 \$4,576
Total Fee:							
Reserve Funds:				\$0	\$0	\$0	\$0
Maximum Obligation:				\$4,313	\$4,442	\$4,442	\$4,576

LAC+USC Medical Center
New equipment

Location	Serial No.	Description	Coverage	Sep. 22, 2009 - Dec. 31, 2009	Jan. 1, 2010 - Dec. 31, 2010	Mar. 1, 2010 - Dec. 31, 2010	Jan. 1, 2011 - Dec. 31, 2011	Jan. 1, 2012 - Dec. 31, 2012
MR1/3rd FI	42961	Spectris Solaris / EP DCB-SMRS	DirectCARE	\$616	\$4,368		\$4,368	\$4,499
MR1/3rd FI	42979	Spectris Solaris / EP DCB-SMRS	DirectCARE	\$616	\$4,368		\$4,368	\$4,499
MR1/3rd FI	429994	Spectris Solaris / EP DCB-SMRS	DirectCARE	\$616	\$4,368		\$4,368	\$4,499
	33946	Veris Capno or Cardiac / Wirh Remote DCBH-VCR	DirectCARE	\$777	\$5,888		\$5,888	\$6,065
	33947	Veris Capno or Cardiac / Wirh Remote DCBH-VCR	DirectCARE	\$777	\$5,888		\$5,888	\$6,065
	10099	DCB-CERTO	DirectCARE	\$146	\$530		\$530	\$546
	10363	DCB-CERTO	DirectCARE	\$146	\$530		\$530	\$546
	10367	DCB-CERTO	DirectCARE	\$146	\$530		\$530	\$546
MR1/3rd FI	200711	Pump	DirectCARE	\$221	\$1,873		\$1,873	\$1,929
MR1/3rd FI	200712	Pump	DirectCARE	\$221	\$1,873		\$1,873	\$1,929
	27223	Stellant D/Dx DCB-SCTD	DirectCARE			\$3,705	\$3,998	\$4,118
	27224	Stellant D/Dx DCB-SCTD	DirectCARE			\$3,705	\$3,998	\$4,118
	27225	Stellant D/Dx DCB-SCTD	DirectCARE			\$3,705	\$3,998	\$4,118
	27230	Stellant D/Dx DCB-SCTD	DirectCARE			\$3,705	\$3,998	\$4,118
	27233	Stellant D/Dx DCB-SCTD	DirectCARE			\$3,705	\$3,998	\$4,118
	27234	Stellant D/Dx DCB-SCTD	DirectCARE			\$3,705	\$3,998	\$4,118
	10188	Avants DCB-AVT	DirectCARE			\$4,022	\$4,334	\$4,464
	10203	Avants DCB-AVT	DirectCARE			\$4,022	\$4,334	\$4,464
	10205	Avants DCB-AVT	DirectCARE			\$4,022	\$4,334	\$4,464
	103474	Mark V, Mark V+, Provis DCB-PRO	DirectCARE			\$2,699	\$2,923	\$3,011
	103569	Mark V, Mark V+, Provis DCB-PRO	DirectCARE			\$2,699	\$2,923	\$3,011
	103570	Mark V, Mark V+, Provis DCB-PRO	DirectCARE			\$2,699	\$2,923	\$3,011
	103637	Mark V, Mark V+, Provis DCB-PRO	DirectCARE			\$2,699	\$2,923	\$3,011
Total Fee:				\$4,282	\$30,216	\$45,092	\$78,898	\$81,267
Reserve Funds:				\$4,000	\$4,000		\$4,000	\$4,000
Maximum Obligation:				\$8,282	\$79,308		\$82,898	\$85,267

Martin Luther King, Jr. Multi-Service Ambulatory Care Center

Location	Serial No.	Description	Coverage	Jan. 1, 2009 - Dec. 31, 2009	Jan. 1, 2010 - Dec. 31, 2010	Jan. 1, 2011 - Dec. 31, 2011	Jan. 1, 2012 - Dec. 31, 2012
	42004 1186	MCT+ Overhead Counterpoise	SelectCARE DirectCARE	\$2,274 \$476 \$2,750	\$2,342 \$490 \$2,833	\$2,342 \$490 \$2,833	\$2,412 \$505 \$2,917
		Total Fee:		\$500	\$500	\$500	\$500
		Reserve Funds:					
		Maximum Obligation:		\$3,250	\$3,333	\$3,333	\$3,417

Olive View-UCLA Medical Center

New equipment

Location	Serial No.	Description	Coverage	June 18, 2009 - Dec. 31, 2009	Jan. 1, 2010 - Dec. 31, 2010	Jan. 1, 2011 - Dec. 31, 2011	Jan. 1, 2012 - Dec. 31, 2012
CT/2ndFI	30122	Stellant D/Dx DCB-SCTD	DirectCARE	\$3,150	\$3,998	\$3,998	\$4,118
CT/2ndFI	30123	Stellant D/Dx DCB-SCTD	DirectCARE	\$3,150	\$3,998	\$3,998	\$4,118
CT/2ndFI	0108-00023	OCS / CS DCB-CS	DirectCARE	\$427	\$580	\$580	\$597
CT/2ndFI	0108-00048	OCS / CS DCB-CS	DirectCARE	\$427	\$580	\$580	\$597
		Total Fee:		\$7,154	\$9,156	\$9,156	\$9,430
		Reserve Funds:		\$742	\$764	\$764	\$787
		Maximum Obligation:		\$7,896	\$9,920	\$9,920	\$10,217

		GRAND TOTAL of all facilities maximum obligation:	June 9, 2009 - Dec. 31, 2009	Jan. 1, 2010 - Dec. 31, 2010	Jan. 1, 2011 - Dec. 31, 2011	Jan. 1, 2012 - Dec. 31, 2012
			\$37,140	\$112,866	\$116,456	\$119,816

Medrad bills DHS facilities in arrears on each December.

1) SelectCARE Comprehensive PM Service Agreement:

Predictive Maintenance Coverage includes:

- ▶ Calibration certification
- ▶ Travel, labor, and parts
- ▶ MEDRAD project hardware and software updates
- ▶ PM Hours of 8 a.m. - 5 p.m. (Monday - Friday)

Corrective Maintenance Coverage includes:

- ▶ 90 day service warranty
- ▶ 24 x 7 telephone support

Hourly rate of \$345 for emergency repairs before 8:00 a.m. or after 5:00 p.m., Monday through Saturday
Hourly rate of \$460 for emergency repairs before 8:00 a.m. or after 5:00 p.m., Sundays and County holidays

2) DirectCARE Basic Service Agreement:

Predictive Maintenance Coverage includes:

- ▶ Calibration certification
- ▶ Travel, labor, and parts
- ▶ MEDRAD project hardware and software updates
- ▶ PM Hours of 8 a.m. - 5 p.m. (Monday - Friday)
- ▶ 90 day service warranty on work performed

Corrective Maintenance Coverage includes:

- ▶ Full service warranty for term of agreement
- ▶ On-site emergency service hours of 8 a.m. - 5 p.m. (Monday - Friday)
- ▶ Full parts coverage for term of agreement
- ▶ 24 x 7 telephone support

PREVENTIVE MAINTENANCE AND REPAIR SERVICES AGREEMENT

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this ____ day of _____,
2009,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

THE CBORD GROUP, INC.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled, "PREVENTIVE MAINTENANCE AND REPAIR SERVICES AGREEMENT", dated October 16, 2007, and further identified as County Agreement No. H-702985 (hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend the term and to make other changes described hereinafter; and

WHEREAS, Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective July 1, 2009.
2. Exhibit A, Statement of Work, will be deleted in its entirety and replaced with the attached new Exhibit A.

3. Schedules 4 and 5 are attached hereto and incorporated herein by reference. Wherever Schedules 1 and 2 are referenced, it shall now also reference Schedules 4 and 5.

4. The first Paragraph of Agreement Paragraph 1 TERM, shall be deleted in its entirety and replaced with the following:

“1. TERM: The term of this Agreement shall commence on October 16, 2007 and shall continue in full force and effect to and including June 30, 2014, unless sooner canceled or terminated as provided herein.”

5. Agreement Paragraph 4, BILLING AND PAYMENT, shall be deleted in its entirety and replaced with the following:

“4. BILLING AND PAYMENT

A. County agrees to compensate Contractor in accordance with the terms set forth in Exhibit A of this Amendment and Schedules 4 and 5, attached hereto and incorporated herein by reference.

B. Contractor shall bill DHS' Martin Luther King, Jr. Multi-service Ambulatory Care Center (MLK-MACC), c/o Harbor-UCLA Medical Center, Box 479, 1000 West Carson Street (Bldg. D3.5) Torrance, CA 90509 Attention: Head, General Accounting Unit, hereunder according to the terms set forth in the payment requirements of said Exhibit.”

6. Subparagraph B of Agreement Paragraph 5, MAXIMUM OBLIGATION, shall be deleted in its entirety and replaced with the following:

“B. The annual maximum obligation of County for all services provided hereunder shall not exceed Fifty-Five Thousand, Nine Hundred and Three Dollars

(\$55,903) for the period of July 1, 2009 through June 30, 2010, of which Twenty-Nine Thousand, Two Hundred and Four Dollars (\$29,204) is for MLK-MACC; and Twenty-Six Thousand, Six Hundred and Ninety-Nine Dollars (\$26,699) is for Harbor.

C. The annual increase for the remaining term of the Agreement shall be based on the recent published percentage change in the U.S. Bureau of Labor Statistics Consumer Price Index, U.S. City Average, All Items, All Urban Consumers (CPI-U) for the 12-month period preceding the contract anniversary date. Contractor shall notify the Director sixty (60) days in advance of the implementation of any annual increase.

D. The Director may adjust the County's maximum obligation during each contract year of the Agreement term by no more than twenty-five percent (25%) of the total first year maximum obligation of \$55,903 for maintenance and repair services of equipment coming off warranty, as needed on-site support and professional services, new software and hardware equipment, training of new staff. “

7. Paragraph 17, CONTRACTOR'S OFFICE, shall be revised to read as follows:

“17. CONTRACTOR'S OFFICE: Contractor's primary business office is located at 61 Brown Road, Ithaca, NY 14850. Contractor's primary business telephone number is (607) 330-7511, facsimile/FAX number is (607) 257-1902, and electronic mail ("e-mail") address is _gen_billing@cbord.com. Contractor shall notify County, in writing, of any changes made to Contractor's primary

business address, business telephone number, facsimile/FAX number, and/or e-mail address, as listed herein, or any other business address, business telephone number, facsimile/FAX number, and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.”

8. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
John F. Schunhoff, Ph.D.
Interim Director of Health Services

THE CBORD GROUP, INC.
Contractor

Signature

By _____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

THE CBORD GROUP, INC.
STATEMENT OF WORK
PREVENTIVE MAINTENANCE AND REPAIR SERVICES OF
CBORD CARD SYSTEM

1. SCOPE OF WORK: Contractor shall provide services described in this Exhibit A for the hardware and software Systems as listed in Schedules 4 and 5, attached hereto and referenced herein. Contractor's services shall include, but not be limited to, the following:

- A. Provision and Maintenance of Software Services; and
- B. As-needed Systems Repair Services.

2. DEFINITIONS: Unless otherwise expressly provided or the context otherwise requires, the following definitions for the terms identified below shall be understood to be the meaning of such terms where used in this Exhibit A:

- A. "Facility" shall refer to both Medical Centers covered under this Agreement.
- B. "Hardware", whether or not capitalized, means hardware as listed on Schedules 4 and 5 hereto.
- C. "Software", whether or not capitalized, means software as listed on Schedules 4 and 5 hereto, and any and all upgrades, enhancements, corrections and fixes provided with respect to such software.

D. "System(s)" shall mean an instrument, apparatus, machine or other similar or related article, including all operating software and hardware, components, parts accessories, replacements, and/or upgrades, which is intended for the functional and operational state of the security access to the Facility and the services provided by the Facility. As referenced in this Exhibit A, "Systems" includes the hardware and software as listed on Schedules 4 and 5.

E. "Repair Services" shall mean the restoration of Systems to its original function on an as-needed basis, as may be required by the Facility in response to the failure or malfunctioning of such equipment. The repair process may also include software and hardware upgrades, enhancements, and corrections.

F. "Billable Travel Fees" shall mean travel fees for excluded services, training, or as needed under the Basic Hardware Support Plan shall be reimbursed at current County Travel Expense Reimbursement rates as provided by the County of Los Angeles – Department of Auditor-Controller Office.

3. CONTRACTOR PERSONNEL:

A. Contractor shall designate an administrator to lead and coordinate Contractor's day-to-day provision of services described hereunder.

Contractor's administrator shall be available at all reasonable times (Monday through Friday, 8:00 a.m. to 5:00 p.m.), excluding County holidays, to act as a central point of contact with County personnel.

Contractor shall notify County, in writing, of the name, telephone (e.g., cellular [cell phone]), pager, and facsimile/FAX number(s) of Contractor's designated day-to-day administrator within ten (10) calendar days prior to the effective date of this Agreement.

B. Contractor's administrator shall be responsible to provide services hereunder, which shall be prepared in writing and submitted to the Director for approval, before any such services are provided. During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of Director, the names of Contractor's regional staff (including any subcontractor staff) and helpdesk, their titles, professional degrees (if any), salary history, and experience in providing services hereunder.

C. Contractor's administrator shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement. Further, unless directed pursuant to this Agreement by Director to do otherwise, Contractor shall work independently on designated assignments in accordance with the duties contained hereunder.

D. Contractor service personnel shall be appropriately licensed, certified, credentialed, or trained to perform the Preventive Maintenance and Repair Services hereunder.

E. Contractor shall assume the sole responsibility for the timely completion of all activities assigned or to be performed hereunder.

4. COUNTY PERSONNEL: County does not anticipate assigning County personnel or employees to assist Contractor on a full-time or even a part-time basis regarding services to be provided by Contractor pursuant to this Agreement. However, County personnel will be made available to Contractor at the discretion of Director to provide necessary input and assistance in order to answer questions and provide necessary liaisons between Contractor and County. In any event, County further will provide Contractor with an appropriate contact person at each work site location to be served under this Agreement.

5. COUNTY FURNISHED PROPERTY AND SERVICES: At the Director's sole discretion, County may assign space, chairs, and desks, on a non-exclusive basis, for work area and related used by Contractor. In the event the Director assigns space to the Contractor, Contractor shall use the space only for the purpose of the performance of services hereunder. Contractor is prohibited from use of such space, desks, and chairs for any purposes other than the performance of this Agreement.

At the Director's sole discretion, County may provide access to telephones, fax machines, typewriters, and photocopying equipment, on a non-exclusive basis, for the purpose of Contractor's performance of this Agreement. Contractor is prohibited from use of such equipment for purposes other than for the performance of this Agreement.

6. SERVICES TO BE PERFORMED BY CONTRACTOR: Contractor shall provide the following services for all Systems listed in Schedules 4 and 5:

A. License Fee and Software Support Plan: Upon payment of the applicable license fees set forth on Schedules 4 and 5, County has a personal, nonexclusive, nontransferable license to use the software, solely on the Hardware on which it is originally installed or on which it is otherwise installed with Contractor's written approval. County acknowledges that the Contractor's software and its associated written documentation are confidential and trade secret information that is the exclusive propriety of Contractor. County agrees at the completion of the term of this Agreement, all software described on Schedule 4 and 5 shall be discontinued and destroyed or returned to CBORD, including all copies of the programs and documentations regarding software. County also agrees not to use, copy, modify, transfer, rent, reverse engineer, decompile or disassemble any Software or documentation. With respect to the right to use the items of software identified as "ORACLE" on Schedule 4 and 5, such right shall be subject to the restrictions set forth on Schedule 3 hereto. Support services include Helpdesk and field service resources for problem resolution relating to operational issues or issues with software nonconformance with such software's manufacturer product specifications. Services are available twenty-four (24) hours a day, seven (7) days a week. Software corrections or fixes shall be provided at no additional cost. Software enhancements (incremental changes in application software) shall be provided at no additional cost. Remote Contractor application upgrades shall be provided upon request at no additional cost. Software upgrades are available at a

discount off Contractor's prevailing published rates. Remote configuration "reprograms" will be performed at a fifty percent (50%) discount off Contractor's prevailing professional service rates.

B. Hardware Support Plans:

1) Basic Hardware Support Plan: Support services under this plan shall include Helpdesk resources for question and problem resolution relating to operational issues, ambiguities in documentation, or issues relating to Hardware nonconformance with specifications or documentation during the hours of 8:00A.M. to 5:00P.M., Monday through Friday. On holidays and at other times, Contractor's after hours rates, as listed on Schedules 4 and 5, will be charged. Hardware pre-replacement is not included under this plan. However, for a restocking fee Hardware may be pre-replaced for a restocking fee at the sole discretion of the Contractor. All pre-replaced items must be returned per the Hardware Return Policy within thirty (30) days or additional charges shall apply.

Hardware improvements and fixes, at the component level or in the form of re-engineered firmware, may take place as part of the repair cycle and may be accomplished whenever an Item undergoes depot repair usually at no additional charge to the County. Charges may be levied in certain circumstances at the discretion of Contractor

and with Director's approval. Hardware enhancements are available at a 50% discount from list price.

2) Enhanced Hardware Support Plan - Support services shall include Helpdesk and/or field service resources for question and problem resolution relating to Hardware nonconformance with such Hardware's manufacturer product specifications twenty-four (24) hours a day, seven (7) days a week. At the request of Contractor, Hardware shall be pre-replaced at no cost. Pre-replaced items will be sent via UPS ground or the equivalent at no additional cost. All pre-replaced Items must be returned with thirty (30) days per the Hardware Return Policy or additional charges shall apply. County also has the option of returning hardware for repair which shall be completed within ten (10) business days after receipt (transit time not included). Cost of shipment of hardware to Contractor is County's responsibility.

Hardware will be repaired at no additional charge beyond the annual Plan fee as listed on Schedules 4 and 5. Hardware improvements/fixes and enhancements are also available at no additional cost to County.

C. Hardware Return Policy: CBORD Card Systems Division Help desk must issue a Return Authorization Number (RAN) before an item is sent to the repair depot. If more than one unit of identical equipment is to be returned, all may be returned using a single RAN. Different types of

equipment require separate RANs. The following information will be needed to issue a RAN:

Type and Model of defective product (i.e. LNX-51 10, ABA Encoder/Verifier, etc.) Serial Number of the Item (This will appear on a tag bearing the name "The CBORD Group, Inc." or "Griffin Technology, Inc.") A complete description of the product failure

- The following steps must be followed in returning Hardware:
- Hardware must be returned in original packing material.
- RAN must be clearly marked on the outside of the package. Any Hardware returned without a valid RAN will be returned to the sender un-repaired and freight collect.
- A completed Equipment Return Form must accompany each Item sent which Form shall be provided by Contractor upon request. Items received without a completed Equipment Return Form may be returned un-repaired, or may not be returned at all.

RAN shipments must be received within thirty (30) days of the RAN issuance or they may be refused. A new RAN may be issued at the discretion of Contractor.

D. Response Time/Escalation: The CBORD Card System Helpdesk shall respond to all telephone calls within thirty (30) minutes. If the Helpdesk cannot resolve the problem within thirty (30) minutes, the problem will be escalated to the proper resource. If no progress is made within four (4) hours, then either: (1) If the problem is a System critical situation where basic

System functionality is inhibited to the point that transactions or critical data are being lost or the System is down, a "System Down" notification will be issued and appropriate Field Service personnel shall be dispatched to the Facility at no additional cost; or (2) If the problem is not System critical, then a Product Maintenance Request shall be issued which will cause a formal Division level investigation into the Hardware or Software problems. On those instances when the System cannot be fixed without an on-site service, the Contractor shall provide on-site repair service at no cost to County for services covered under the Systems Software Support Plan and the Enhanced Hardware Support Plan. For on-site repair services provided under the Basic Hardware Support Plan, Contractor shall provide County with a service quote and obtain Director or his designee's approval prior to providing services.

E. Support Automation System: Contractor shall provide Facility staff with access to its support automation system at no additional charge, which tracks all customer specific incidents and change requests, and links all technical support, implementation, development, and sales groups with access to a unified database for all issues.

Key aspects of this helpdesk automation process include the following:

- Tracking of every contact.
- Development of an online solutions knowledgebase to increase first-call resolution rates and self-service via the internet.

- An automated reporting and tracking process between Contractor's support and product development teams
- Team visibility and response on "red-flag" situations.
- Access problem status information and the Contractor's solutions knowledgebase, via authenticated access on the internet.
- Daily management visibility on operations and urgent issues.
- Reporting and tracking of problem resolution, workflow and quality metrics, as part of a process of continuous service quality improvement.

F. Training: Comprehensive training is provided at current rate including educational materials and manual, not including flight, hotel, morning and evening meals. Training may be arranged on-site at a mutually agreed upon cost.

7. EXCLUSIONS: Contractor is not financially responsible to provide the repair services above should any repair be required by causes other than ordinary use of the Systems. Such causes include, but are not limited to:

A. Improper use, gross neglect, misplacement, air conditioner or humidity control malfunction or failure, Facility electrical system malfunction or failure;

B. Repair, maintenance, modification, relocation, or reinstallation by any other than Contractor-authorized personnel;

C. Force majeure, fires, floods, war, acts of sabotage, riots, accidents, or other causes.

In the event that excluded services are required by the Facility, such services shall be billed to County at the rate approved by Director or his designee. Contractor shall provide County with a service quote and obtain Director's approval prior to providing services.

Any replacement parts or components provided hereunder shall be billed to County at Contractor's then current list or exchange price plus sales tax and freight, upon written consent of Director.

8. BILLING AND PAYMENT:

A. Billing:

1) Billings to County shall be submitted bi-annual in advance in accordance with the rate schedule set forth in this Exhibit A and Schedules 4 and 5.

2) All billings hereunder shall be by Facility, shall be in duplicate, and shall be forwarded to the appropriate Facility and address as specified in the Agreement, Paragraph 4, BILLING AND PAYMENT.

3) All billings hereunder shall clearly reflect and provide reasonable details of the services for which claim is made, a description of services performed, the date(s) of such services, and shall include a copy of the service report(s).

4) All billings rendered by Contractor shall be in the name of Contractor as said name appears on the first page of this Agreement and shall include the County contract number.

5) Billings required as a result of causes listed in the EXCLUSIONS Paragraph of this Exhibit A shall be billed at the rates approved by Director or his designee and submitted on separate invoices to the Facility.

6) Billable travel fees shall be based on current County travel expense reimbursement rates provided by the County of Los Angeles – Department of Auditor-Controller Office.

B. Payment:

1) Subject to the terms and conditions of this Agreement and upon receipt of a complete and correct billing statement, and upon approval by Director of same, County shall reimburse Contractor within thirty (30) calendar days upon receipt of Contractor's billing(s).

Payment for incorrect billings shall be included when resolved in the next payment cycle.

2) County shall compensate Contractor annually in advance in accordance with the rate schedules set forth herein below and further described in Schedules 4 and 5. Such rates are an all-inclusive rate for the services described above that are provided to all Systems covered under this Agreement. Rates do not include applicable sales

taxes and shipping fees. Such charges shall be paid through reserve funds.

3) Director shall evaluate all services and tasks performed by Contractor. If, in the Director's sole discretion, a service or task is not satisfactorily performed, Director shall provide Contractor with a written assessment of the deficiencies. Contractor shall, within ten (10) business days of receipt of Director's deficiency notification, remedy the identified deficiencies, at no additional cost to County. This approval process shall be repeated until Director deems all deficiencies have been remedied. Unless and until Contractor remedies all identified deficiencies, County shall not have any obligation to pay Contractor for deficient work performed under this Agreement.

9. GENERAL CONTRACTOR REQUIREMENTS:

A. Business License: Prior to the execution of this Agreement, Contractor shall provide the Department of Health Services, Contracts and Grants Division with a copy of its current business license(s) and appropriate Employer Identification Number.

B. Recruitment: Contractor shall screen all personnel prior to assigning such personnel to provide services at the Facility to assure that all such persons have the qualifications and training necessary to perform the services contemplated under this Agreement. All such service personnel shall be appropriately licensed, certified, credentialed, registered or trained to

perform the maintenance and repair services and shall have, as a minimum, knowledge and expertise necessary to perform the services under this Agreement.

C. Contractor Personnel Qualifications: Contractor personnel providing services hereunder shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance hereunder. Copies of such licenses, permits, registrations and certificates shall be made available to County upon request for purposes of inspection and audit.

SCHEDULE 4

**MARTIN LUTHER KING, JR. - MULTI-SERVICE AMBULATORY CARE CENTER
CBORD GROUP, INC.**

Effective 07/01/09 through 06/30/14

		Units		Unit Price	Effective Date	Maximum Annual/Prorated Cost based on CPI-U 3.8%*	Annual Cost (Pending CPI-U Percentage Increase)**	Annual Cost (Pending CPI-U Percentage Increase)**	Annual Cost (Pending CPI-U Percentage Increase)**	Annual Cost (Pending CPI-U Percentage Increase)**	
SOFTWARE LICENSE AND SERVICE											
1	SW LIC	3COMGR6791158000	CS Action And Response Management	1	\$	3,536	7/1/2009	\$	3,536	\$	3,536
2	SW LIC	3SFTGR7071132001	Software, BC-2000 (Ethernet) -	8		99	7/1/2009		792		792
3	SW LIC	3SFTGR707118751B	CS Meal Plans V5 Upgrade - 10,000 Base Patrons	1		2,751	7/1/2009		2,751		2,751
4	SW LIC	3SFTGR707118851B	CS Access V5 Upgrade - 10,000 Base Patrons	1		3,200	7/1/2009		3,200		3,200
5	SW LIC	3SFTGR707118051B	CS Locations V5 Upgrade - 100 Base Locations	1		1,600	7/1/2009		1,600		1,600
6	SW LIC	3SFTGR7071190000	CS CardLink Software	1		614	7/1/2009		614		614
7	SW LIC	3SFTGR7071190000	CS CardLink Software	2		614	7/1/2009		1,228		1,228
8	SW LIC	3SFTGR7088000001	Oracle Application Specific Li	1		708	7/1/2009		708		708
9	SW LIC	4SFT0099	Crystal Reports, Developer Edition	1		109	7/1/2009		109		109
Sub-Total						\$	14,538	\$	14,538	\$	14,538

HARDWARE ENHANCE SUPPORT SERVICE											
1	HW ENH	3ACSGR6730029000	Squadron, 2 Door Conn Unit V100	1	\$	73	7/1/2009	\$	73	\$	73
2	HW ENH	3ACSGR6730029000	Squadron, 2 Door Conn Unit V100	5		73	7/1/2009		365		365
3	HW ENH	3ACSGR6730042000	Squadron Network Gateway, HID	1		197	7/1/2009		197		197
4	HW ENH	3ACSGR6730042000	Squadron Network Gateway, HID	2		197	7/1/2009		394		394
5	HW ENH	3ACSGR6731049000	Sys, HID Prox-Pro Mid-Range Pro	27		46	7/1/2009		1,242		1,242
6	HW ENH	3ACSGR6731443000	Squadron Power Supply, 12VDC 1	2		130	7/1/2009		260		260

		Units		Unit Price	Effective Date	Maximum Annual/Prorated Cost based on CPI-U 3.8%*	Annual Cost (Pending CPI-U Percentage Increase)**	Annual Cost (Pending CPI-U Percentage Increase)**	Annual Cost (Pending CPI-U Percentage Increase)**	Annual Cost (Pending CPI-U Percentage Increase)**
						2009-10	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14
7	HW ENH 3ACSGR6731454000		1	117	7/1/2009	117	117	117	117	117
8	HW ENH 3ACSGR6790001000		1	103	7/1/2009	103	103	103	103	103
9	HW ENH 3ACSGR6790001000		9	103	7/1/2009	927	927	927	927	927
10	HW ENH 3ACSGR6790001000		11	103	7/1/2009	1,133	1,133	1,133	1,133	1,133
11	HW ENH 3COMGR6791076000		1	470	7/1/2009	470	470	470	470	470
12	HW ENH 3COMGR6791076000		8	470	7/1/2009	3,760	3,760	3,760	3,760	3,760
13	HW ENH 3DCRGR6791107019		1	1,366	7/1/2009	1,366	1,366	1,366	1,366	1,366
14	SPEC SVC 4WEBEX01		1	186	6/1/2010	16	186	186	186	186
Sub-Total						10,423	10,593	10,593	10,593	10,593
Total Annual Fees (Pending CPI-U Annual Percentage Rate Increase)						24,961	25,131	25,131	25,131	25,131

INTERNAL USE ONLY	
Reserve Funds	\$ 4,243 \$ 4,953 \$ 5,660 \$ 6,396 \$ 7,161
Total Annual Cost	\$ 29,204 \$ 30,084 \$ 30,791 \$ 31,527 \$ 32,292
Potential Increase (25%)	\$ 7,301 \$ 7,301 \$ 7,301 \$ 7,301 \$ 7,301
Grand Total	\$ 36,505 \$ 37,385 \$ 38,092 \$ 38,828 \$ 39,593

FIVE YEAR SUMMARY	
Total Cost	\$153,898
Potential Increase (25%)	\$36,505
Grand Total	\$190,403

*Prorated cost effective service date

**Annual increase shall be based on the recent percentage change in the U.S. Bureau of Labor Statistics Consumer Price Index, U.S. City Average, All Items, All Urban Consumers (CPI-U) over that published twelve months earlier.

SCHEDULE 5

**CBORD GROUP, INC.
HARBOR-UCLA MEDICAL CENTER
Effective 07/01/09 through 06/30/14**

		Annual Unit Price		Effective Date		Annual Cost (Pending CPI-U Percentage Increase)**						Annual Cost (Pending CPI-U Percentage Increase)**		Annual Cost (Pending CPI-U Percentage Increase)**					
		Units		Date		FY 2009-10						FY 2010-11		FY 2011-12		FY 2012-13		FY 2013-14	
SOFTWARE LICENSE AND SERVICE																			
1	SW LIC	3SFTGR707118050B	CS Locations, V5 - 10 BASE Locations	1	\$336.00	7/1/2009	\$ 336	\$ 336	\$ 336	\$ 336	\$ 336	\$ 336	\$ 336	\$ 336	\$ 336	\$ 336	\$ 336		
2	SW LIC	3SFTGR707118050X	CS Locations V5 Upgrade - 10 EXTRA Location	3	\$169.00	7/1/2009	507	507	507	507	507	507	507	507	507	507	507		
3	SW LIC	3SFTGR707118550B	CS Entitlements, V5 - 1000 Base Patrons	1	\$1,375.00	7/1/2009	1,375	1,375	1,375	1,375	1,375	1,375	1,375	1,375	1,375	1,375	1,375		
4	SW LIC	3SFTGR707118550X	CS Entitlements, V5 - 500 Extra Patrons	4	\$132.00	9/1/2009	440	440	440	440	440	440	440	440	440	440	440		
5	SW LIC	3SFTGR707118550X	CS Entitlements, V5 - 500 Extra Patrons	4	\$132.00	7/1/2009	528	528	528	528	528	528	528	528	528	528	528		
6	SW LIC	3SFTGR707118650B	CS Stored V/C, V5 - 1000 Base Patrons	1	\$971.00	7/1/2009	971	971	971	971	971	971	971	971	971	971	971		
7	SW LIC	3SFTGR707118650X	CS Stored V/C, V5 - 500 Extra Patrons	4	\$112.00	7/1/2009	448	448	448	448	448	448	448	448	448	448	448		
8	SW LIC	3SFTGR707118650X	CS Stored V/C, V5 - 500 Extra Patrons	4	\$112.00	9/1/2009	373	373	373	373	373	373	373	373	373	373	373		
9	SW LIC	3SFTGR707118750B	CS Meal Plans, V5 - 1000 Base Patrons	1	\$1,235.00	7/1/2009	1,235	1,235	1,235	1,235	1,235	1,235	1,235	1,235	1,235	1,235	1,235		
10	SW LIC	3SFTGR707118750X	CS Meal Plans, V5 - 500 Extra Patrons	4	\$140.00	7/1/2009	560	560	560	560	560	560	560	560	560	560	560		
11	SW LIC	3SFTGR707118750X	CS Meal Plans, V5 - 500 Extra Patrons	4	\$140.00	9/1/2009	467	582	582	582	582	582	582	582	582	582	582		
12	SW LIC	3SFTGR707118850B	CS ACCESS, V5 - 1,000 Base Patrons	1	\$1,459.00	7/1/2009	1,459	1,459	1,459	1,459	1,459	1,459	1,459	1,459	1,459	1,459	1,459		
13	SW LIC	3SFTGR707118850X	CS ACCESS, V5 - 500 Extra Patrons	4	\$140.00	7/1/2009	560	560	560	560	560	560	560	560	560	560	560		
14	SW LIC	3SFTGR707118850X	CS ACCESS, V5 - 500 Extra Patrons	4	\$140.00	9/1/2009	467	582	582	582	582	582	582	582	582	582	582		
15	SW LIC	3SFTGR7071190000	CS CardLink Software	2	\$614.00	7/1/2009	1,228	1,228	1,228	1,228	1,228	1,228	1,228	1,228	1,228	1,228	1,228		
16	SW LIC	3SFTGR7080000001	Oracle Application Specific License	1	\$708.00	7/1/2009	708	708	708	708	708	708	708	708	708	708	708		
17	SW LIC	4SFT0099	Crystal Reports, Developer Edition	1	\$109.00	7/1/2009	109	109	109	109	109	109	109	109	109	109	109		
18	SW LIC	3COMGR6791158000	CS Action And Response Management	1	\$3,536.00	7/1/2009	3,536	3,536	3,536	3,536	3,536	3,536	3,536	3,536	3,536	3,536	3,536		
Sub-Total						\$ 15,307	\$ 15,538	\$ 15,538	\$ 15,538	\$ 15,538	\$ 15,538	\$ 15,538	\$ 15,538	\$ 15,538	\$ 15,538	\$ 15,538	\$ 15,538		

Annual Unit Price					Effective Date	Maximum Annual/Prorated Cost based on CPI-U 3.8%*	Annual Cost (Pending CPI-U Percentage Increase)**	Annual Cost (Pending CPI-U Percentage Increase)**	Annual Cost (Pending CPI-U Percentage Increase)**	Annual Cost (Pending CPI-U Percentage Increase)**
Units						FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14
HARDWARE ENHANCE SUPPORT SERVICE										
1 HW ENH	3ACSGR6730029000	Squadron, 2 Door Conn Unit V100	2	\$73.00	3/1/2010	\$ 49	\$ 146	\$ 146	\$ 146	\$ 146
2 HW ENH	3ACSGR6730042000	Squadron Network Gateway, HID	2	\$197.00	3/1/2010	131	\$ 394	\$ 394	\$ 394	\$ 394
3 HW ENH	3ACSGR6730066001	Squadron 8 Board Enclosure wit	1	\$78.00	3/1/2010	26	\$ 78	\$ 78	\$ 78	\$ 78
4 HW ENH	3ACSGR6731442000	Squadron Power Supply, 12/24 V	1	\$130.00	3/1/2010	43	\$ 130	\$ 130	\$ 130	\$ 130
5 HW ENH	3ACSGR6731443000	Squadron Power Supply, 12VDC 1	1	\$130.00	3/1/2010	43	\$ 130	\$ 130	\$ 130	\$ 130
6 HW ENH	3ACSGR6790001000	Kit, Prox-Pro CS Gold Incl Weigand (Reader)	35	\$103.00	7/1/2009	3,605	\$ 3,605	\$ 3,605	\$ 3,605	\$ 3,605
7 HW ENH	3ACSGR6790079000	Kit, PROX / MAG Combination Reader Sys,HID Prox-Pro Mid-Range Proximity	1	\$130.00	3/1/2010	43	\$ 130	\$ 130	\$ 130	\$ 130
8 HW ENH	3ACSGR6731049000	Reader	1	\$130.00	3/1/2010	15	\$ 130	\$ 130	\$ 130	\$ 130
9 HW ENH	3COMGR6731434000	Sys, Term Svr, Lantronix 4Port	7	\$286.00	7/1/2009	2,002	\$ 2,002	\$ 2,002	\$ 2,002	\$ 2,002
10 HW ENH	3DCRGR6791107019	Encoder/Verifier, ABA2, HI Energy	1	\$1,366.00	7/1/2009	1,366	\$ 1,366	\$ 1,366	\$ 1,366	\$ 1,366
Sub-Total						\$ 7,324	\$ 8,111	\$ 8,111	\$ 8,111	\$ 8,111
HARDWARE BASIC SUPPORT SERVICES										
1 HW BAS	3POSGR6730058000	Aero Transaction Terminal	2	\$283.00	3/1/2010	\$ 189	\$ 566	\$ 566	\$ 566	\$ 566
Sub-Total						\$ 189	\$ 566	\$ 566	\$ 566	\$ 566
Total Annual Fees (Pending CPI-U Annual Percentage Rate Increase)						\$ 22,819	\$ 24,215	\$ 24,215	\$ 24,215	\$ 24,215
INTERNAL USE ONLY										
Reserve Funds						\$ 3,879	\$ 4,624	\$ 5,371	\$ 6,149	\$ 6,957
Total Annual Cost						\$ 26,699	\$ 28,839	\$ 29,586	\$ 30,364	\$ 31,172
Potential Increase (25%)						\$ 5,705	\$ 5,705	\$ 5,705	\$ 5,705	\$ 5,705
Grand Total						\$ 28,524	\$ 29,920	\$ 29,920	\$ 29,920	\$ 29,920

FIVE YEAR SUMMARY	
Total Cost	\$146,660
Potential Increase (25%)	\$28,525
Grand Total	\$175,185

*Prorated cost effective service date

**Annual increase shall be based on the recent percentage change in the U.S. Bureau of Labor Statistics Consumer Price Index, U.S. City Average, All Items, All Urban Consumers (CPI-U) over that published twelve months earlier.

PREVENTIVE MAINTENANCE AND REPAIR SERVICES AGREEMENT

AMENDMENT NO. 3

THIS AMENDMENT is made and entered into this ____ day
of _____, 2009,

by and between	COUNTY OF LOS ANGELES (hereafter "County"),
and	POUK & STEINLE, INC. (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled, "PREVENTIVE MAINTENANCE AND REPAIR SERVICES AGREEMENT", dated June 29, 2004, and further identified as County Agreement No. H-700773 and any amendments thereto (hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend the term, increase the maximum obligation, and to make other changes described hereinafter; and

WHEREAS, Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective July 1, 2009.
2. Schedules A and B shall be replaced by Schedule C, attached hereto and incorporated herein by reference. Wherever any schedules are referenced, it shall now also reference Schedule C.
3. Agreement Paragraph 1, TERM, shall be revised to read as follows:

"1. TERM: The term of this Agreement shall commence on July 1, 2004, and shall continue in full force and effect to and including June 30, 2010.

4. Subparagraph A of Agreement Paragraph 4, BILLING AND PAYMENT, shall be revised as follows:

"4. BILLING AND PAYMENT

A. County agrees to compensate Contractor in accordance with the terms set forth in the BILLING AND PAYMENT Paragraph and at the rates set forth in Schedule C."

5. Subparagraphs C and D of Agreement Paragraph 5, MAXIMUM OBLIGATION, shall be added as follows:

"C. Effective July 1, 2009 through June 30, 2010, the annual maximum obligation of County for all services provided hereunder shall not exceed Three Hundred and Fifty Thousand Dollars (\$350,000), of which Two Hundred Thousand Dollars (\$200,000) is for RANCHO and One Hundred and Fifty Thousand Dollars (\$150,000) is for HARBOR.

D. During the term of this Agreement, the Director may amend Schedule C through an administrative amendment if additional maintenance and repair services are needed and may annually increase the maximum obligation by no more than twenty-five percent (25%) of the FY 2009-10 maximum obligation for unanticipated maintenance and repair services."

6. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
John F. Schunhoff, Ph.D.
Interim Director of Health Services

POUK & STEINLE, INC.
Contractor

By _____
Signature

Printed Name

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF HEALTH SERVICES
CONTRACTS AND GRANTS DIVISION

POUK & STEINLE, INC.

July 1, 2009 through June 30, 2010

HARBOR-UCLA MEDICAL CENTER Pricing Schedule		
AS-NEEDED REPAIR SERVICE	Hourly Straight Time Rate (8 hours or less worked per day)	Hourly Double Time Rate (Over 8 hours worked per day)
Foreman	\$ 100	\$ 155
Journeyman	\$ 95	\$ 150
Apprentice	\$ 85	\$ 140
Groundman	\$ 70	\$ 115
EQUIPMENT RATES		
	Rate per Hour	
Line Truck With Digger	\$ 55	
65' Bucket Truck	\$ 65	
50' Bucket Truck	\$ 50	
Material Truck	\$ 12	
Pick-Up Truck	\$ 8	
Service Truck	\$ 10	
3-Drum Puller	\$ 30	
1-Drum Puller	\$ 18	
3-Reel Wire Trailer	\$ 15	
1-Reel Wire Trailer	\$ 12	
Low Boy & Driver	\$ 150	
Underground Hardline Puller	\$ 35	
Annual Maximum for As Needed Repair		\$ 150,000
TOTAL ANNUAL MAXIMUM OBLIGATION		\$ 150,000
DC High Pot Set - Billable at \$100.00 per Day		
PARTS - All Materials and Rentals at Contractor's cost plus 10%		
MILEAGE AND TRAVEL EXPENSES		
All mileage and travel fees are included in the service charge above and shall not be billed as a separate charge to County.		

POUK & STEINLE, INC.

July 1, 2009 through June 30, 2010

RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER Pricing Schedule
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PREVENTIVE MAINTENANCE SERVICES	Fees
Equipment Description - Power House Substation's nine medium voltage circuit breakers consisting of the main breaker and the eight feeder breakers with their protective relays (29 solid-state and 8 electromechanical).	\$30,500
Total Cost for Routine Preventive Maintenance Services:	\$30,500

AS-NEEDED REPAIR SERVICE	Hourly Straight Time Rate (8 hours or less worked per day)	Hourly Double Time Rate (Over 8 hours worked per day)
Foreman	\$ 100	\$ 155
Journeyman	\$ 95	\$ 150
Apprentice	\$ 85	\$ 140
Groundman	\$ 70	\$ 115
EQUIPMENT RATES	Rate per Hour	
Line Truck With Digger	\$ 55	
65' Bucket Truck	\$ 65	
50' Bucket Truck	\$ 50	
Material Truck	\$ 12	
Pick-Up Truck	\$ 8	
Service Truck	\$ 10	
3-Drum Puller	\$ 30	
1-Drum Puller	\$ 18	
3-Reel Wire Trailer	\$ 15	
1-Reel Wire Trailer	\$ 12	
Low Boy & Driver	\$ 150	
Underground Hardline Puller	\$ 35	
Annual Maximum for As Needed Repair	\$	169,500
TOTAL ANNUAL MAXIMUM OBLIGATION	\$	200,000
DC High Pot Set - Billable at \$100.00 per Day		
PARTS - All Materials and Rentals at Contractor's cost plus 10%		
<u>MILEAGE AND TRAVEL EXPENSES</u>		
All mileage and travel fees are included in the service charge above and shall not be billed as a separate charge to County.		

PREVENTIVE MAINTENANCE AND REPAIR SERVICES AGREEMENT

AMENDMENT NO. 2

THIS AMENDMENT is made and entered into this ____ day
of _____, 2009,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

SOUTHERN CALIFORNIA BOILER, INC.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled, "PREVENTIVE MAINTENANCE AND REPAIR SERVICES AGREEMENT", dated June 29, 2004, and further identified as County Agreement No. H-700917 and any amendment thereto (hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend the term and to make other changes described hereinafter; and

WHEREAS, Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective July 1, 2009.
2. Schedules A and A-1 shall be replaced by Schedule B, attached hereto and incorporated herein by reference. Wherever any schedules are referenced, it shall now also reference Schedule B.

3. Agreement Paragraph 1, TERM, shall be revised to read as follows:

"1. TERM: The term of this Agreement shall commence on July 1, 2004, and shall continue in full force and effect to and including June 30, 2010.

4. Subparagraph A of Agreement Paragraph 4, BILLING AND PAYMENT, shall be revised to read as follows:

"4. BILLING AND PAYMENT

A. County agrees to compensate Contractor in accordance with the terms set forth in the BILLING AND PAYMENT Paragraph and at the rates set forth in Schedule B."

5. Subparagraphs C and D of Agreement Paragraph 5, MAXIMUM OBLIGATION, shall be deleted in its entirety and replaced to read as follows:

"C. Effective July 1, 2009 through June 30, 2010, the annual maximum obligation of County for all services provided hereunder shall not exceed One Hundred and Ninety-Four Thousand, Three Hundred and Fifty Dollars (\$194,350), of which One Hundred and Sixty Thousand Dollars (\$160,000) is for RANCHO and Thirty-Four Thousand, Three Hundred and Fifty Dollars (\$34,350) is for HARBOR."

D. During the term of this Agreement, the Director may amend Schedule B through an administrative amendment if additional maintenance and repair services are needed and may annually increase the maximum obligation by no more than twenty-five percent (25%) of the FY 2009-10 maximum obligation for unanticipated maintenance and repair services."

6. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of
Los Angeles has caused this Amendment to be subscribed by its Director of Health
Services and Contractor has caused this Amendment to be subscribed in its behalf by its
duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
John F. Schunhoff, Ph.D.
Interim Director of Health Services

SOUTHERN CALIFORNIA BOILER, INC.
Contractor

By _____
Signature

Printed Name

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF HEALTH SERVICES
CONTRACTS AND GRANTS DIVISION

SOUTHERN CALIFORNIA BOILER

July 1, 2009 through June 31, 2010

RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER		
Quarterly	Preventive Maintenance	Annual Rate
4	Nebraska Boiler (includes service and tune up on natural gas & oil during June and December)	\$ 12,000
4	Nebraska Boiler (includes SCAQMD Rule 1146 Monthly Monitoring service on Natural Gas only) \$1,300.00/Month	15,600
Source Testing		
4	Annual Source Testing Technician support	940
Total Annual Fees		28,540
Reserve funds for services not covered under Preventive Maintenance, i.e. As needed Repairs, Parts		\$131,460
Total Maximum Obligation		\$ 160,000
Total Quarterly Payments Based on Annual Cost (Billed in Arrears)		\$ 7,135

HARBOR-UCLA MEDICAL CENTER		
Long Beach Comprehensive Health Center/Bellflower/Wilmington Health Centers		
Quarterly	Preventive Maintenance	Annual Rate
3	Harbor - Superior Boiler (Model #4X-2007-S150-CF) Serial No's: 72492, 72493 & 72494	\$ 3,600
2	LBCHC - AJAX Boiler (Model # WGH-675-S) Serial No: 85-37188,85-37182	3,000
1	Bellflower - RBI (Model #33DB1950NASSS) Serial No: 040227546	1,500
1	Wilmington - RBI (Model #33DWO400NA550) Serial No: 120230479	1,500
Harbor - Source Testing		
3	Source Testing includes (3) Three Superior Boilers on Natural Gas only.	4,350
3	Superior Boilers (includes SCAQMD Rule 1146 Monthly Monitoring service on Natural Gas only) \$1,200.00/Month	14,400
Total Annual Fees		\$ 28,350
Reserve funds for services not covered under Preventive Maintenance, i.e. As needed Repairs, Parts		\$ 6,000
Total Maximum Obligation		\$ 34,350
Total Semi Annual Payments Based on Annual Cost (Billed in Arrears)		\$ 17,175

As Neded Repair Services Rate - For All Facilities			
Labor	Regular Hourly Rate	Overtime Hourly Rate 1	Overtime Hourly Rate 2
Control Technician (PLC, Computer & DCS Service)	\$120.00	\$180.00	\$240.00
Control Technician (Instrument & Control Service)	\$105.00	\$157.50	\$210.00
Boiler Maker (Certified Welder, Pipe Fitter; includes truck, tools welding and cutting set-ups)	\$95.00	\$142.50	\$190.00
Mechanical (Mechanic Work)	\$90.00	\$120.00	\$180.00
Supervisor & Consulting Personnel	\$125.00	N/A	N/A

Regular Rate applies Monday through Friday, 7:30 a.m. – 4:30 p.m.

Overtime rate 1 applies Monday through Friday, prior to 7:30 a.m. and after 4:30 p.m.

Overtime rate 2 applies Saturday and Sunday after 8 hours worked and on Holidays.

EQUIPMENT RATES:

Testo/Firetron NOx Analyzer	\$100/Per Boiler
Calibration Gases Used on Customer's Equipment	\$ 35/per use
Additional Portable Welding Machine	\$17/Per Hour
Computer Calibration/Hand Held	\$75/Per Hour
PER DIEM RATE	\$95/Per Technician

PARTS:

Cost, plus 30%

MILEAGE AND TRAVEL EXPENSES

All mileage and travel fees are included in the service charge above and shall not be billed as a separate charge to County.